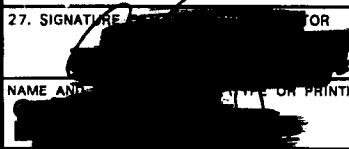
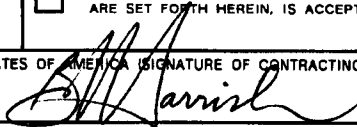
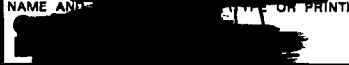




SOLICITATION/CONTRACT				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 (350))		RATING DD A1		PAGE 1 OF 29																			
BIDDER/OFFEROR TO COMPLETE BLOCKS 3,15,21,22, & 27. JD/LM/LM R																											
2. CONTRACT NO. F42630-95-D-0684		3. AWARD/EFFECTIVE DATE DEC 15 1995		4. SOLICITATION NUMBER F42630-95-R-2025		5. SOLICITATION TYPE <input type="checkbox"/> SEALED BIDS (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		6. SOLICITATION ISSUE DATE																			
7. ISSUED BY DEPARTMENT OF THE AIR FORCE DIRECTORATE OF CONTRACTING/BLDG 1215 00-ALC/6050 GUM LANE HILL AIR FORCE BASE, UT 84056-5825 BUYER: JARED DUNN/CCT/[801]777-9146				CODE FA8203		8. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> LABOR SURPLUS AREA CONCERNS <input type="checkbox"/> SET ASIDE : % FOR <input type="checkbox"/> COMBINED SMALL BUSINESS & LABOR SURPLUS AREA CONCERNS <input type="checkbox"/> SMALL BUSINESS SIC : SIZE STANDARD : <input type="checkbox"/> OTHER																					
9. SOLICITATION: N/A																											
10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION) <input type="checkbox"/> SUPPLIES <input type="checkbox"/> SERVICES																											
11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____ CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLK 9 ABOVE, THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTING CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.					12. ADMINISTERED BY DCMAO BALTIMORE ATTN: CHESAPEAKE 200 TOWSONTOWN BLVD., WEST TOWSON MD 21204-5299 703-330-3202																						
13. CONTRACTOR OFFEROR WYLE LABORATORIES 3200 MAGRUDER BLVD HAMPTON VA 23666 1498					PAS #: NONE SCD: C																						
14. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS DFAS-CO-JSD/CHESAPEAKE P O BOX 182264 COLUMBUS OH 43218-2264					CODE SC1030																						
15. EMPLOYER PAY DISCOUNT 30 CALENDAR DAYS					16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION 10 U.S.C. 2304 <input type="checkbox"/> (C) () 41 U.S.C. 253 <input type="checkbox"/> (C) ()																						
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:10%;">17. ITEM NO.</th> <th style="width:50%;">18. SCHEDULE OF SUPPLIES/SERVICES</th> <th style="width:10%;">19. QUANTITY</th> <th style="width:5%;">20. UNIT</th> <th style="width:15%;">21. UNIT PRICE</th> <th style="width:10%;">22. AMOUNT</th> </tr> </thead> <tbody> <tr> <td colspan="6" style="text-align: center;">SEE SCHEDULE</td> </tr> <tr> <td colspan="6" style="text-align: right;">ESTIMATED</td> </tr> </tbody> </table>										17. ITEM NO.	18. SCHEDULE OF SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT	SEE SCHEDULE						ESTIMATED					
17. ITEM NO.	18. SCHEDULE OF SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT																						
SEE SCHEDULE																											
ESTIMATED																											
23. ACCOUNTING AND APPROPRIATION DATA SEE SECTION G							24. TOTAL AWARD AMOUNT (FOR GOVT. USE ONLY) \$18,883,601.00																				
25. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					26. AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLOCK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:																						
27. SIGNATURE OF OFFEROR 					28. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER 																						
NAME AND TITLE OF OFFEROR 		DATE SIGNED November 1, 1995		NAME OF CONTRACTING OFFICER BRENT W. PARRISH		DATE SIGNED DEC 15 1995																					

PART I - THE SCHEDULE
SECTION B
SUPPLIES OR SERVICE AND PRICES/COSTS

<u>CLIN</u>	<u>NOUN</u>	<u>QTY/UNIT</u>	<u>UNIT EST COST</u>	<u>TOTAL EST COST</u>
0001	Metrology Transition Applicable Specification: Contract Attachment 1, Metrology Performance Work Statement Dated 21 Apr 1995 paragraph 5.3. This CLIN is Cost Plus Award Fee. Award Fee Pool Per Unit*  PERFORMANCE PERIOD: From contract award through 30 Sep 1996. The contractor is to assume total responsibility for the metrology workload by 31 Aug 1996. INSPECTION: ORIGIN FOB: ORIGIN PR NR: F7656M5073 USER: AFMETCAL/MGM PR LI: 0009 ACRN: To be cited on each order 	1 LO	\$ 542,756	\$ 542,756
0002	Data IAW DD1423 & Exhibit "A" (CDRL A033) APPLICABLE TO: CLIN 0001 SPECIFICATION: Contract Attachment 1, Metrology Performance Work Statement Dated 21 Apr 1995. INSPECTION: IAW DD Form 1423 FOB: IAW DD Form 1423 PR NR: F7656M5073 PR LI: 0008 DELIVERY: IAW DD Form 1423 ACRN: To be cited on each order	1 LO		\$ NSP
0003	Award Fee. In accordance with Metrology Transition Award Fee Plan. This CLIN is applicable to CLINs 0001-2. This CLIN will be used only for payment of the earned award fee. USER: Metrology ACRN: To be cited on each order	1 LO		<u>EARNED FEE</u> \$ TBD

CLINs 0004-0019 are reserved.

0020 Calibration Services AFMSL Operations
(Recurring).
Applicable Specification: Contract Attachment 1, Metrology
Performance Work Statement Dated 21 Apr 1995,
paragraphs 5.1.1 and 5.1.2.
This CLIN is Cost Plus Award Fee.
Award Fee Pool Per Unit*: Basic [REDACTED]
INSPECTION: ORIGIN ACCEPTANCE: ORIGIN
FOB: ORIGIN
PR NR: F7656M5073 USER: AFMETCAL/MGM
PR LI: 0001
ACRN: To be cited on each order

<u>SUB-CLIN</u>	<u>OPTION</u>	<u>FISCAL</u> <u>YEAR</u>	<u>QTY/</u> <u>UNIT</u>	<u>UNIT EST</u> <u>COST</u>	<u>TOTAL EST</u> <u>COST</u>
0020AA	BASIC	FY-96	1 LO	\$ 779,089	\$ 779,089
0020AB	OPTION I	FY-97	1 LO	\$ 2,011,634	\$ 2,011,634
0020AC	OPTION II	FY-98	1 LO	\$ 2,025,285	\$ 2,025,285
0020AD	OPTION III	FY-99	1 LO	\$ 2,039,369	\$ 2,039,369
0020AE	OPTION IV	FY-00	1 LO	\$ 2,053,889	\$ 2,053,889

PERIOD OF PERFORMANCE: BASIC CONTRACT AWARD THRU 30 SEP 1996
OPTION I 1 OCT 1996 THRU 30 SEP 1997
OPTION II 1 OCT 1997 THRU 30 SEP 1998
OPTION III 1 OCT 1998 THRU 30 SEP 1999
OPTION IV 1 OCT 1999 THRU 30 SEP 2000

*This award fee pool is [REDACTED] to [REDACTED] estimated costs.

0021 Calibration Services. Special Calibrations
(Including Acceptance Testing, Foreign
Military Sales, Interservice and AFMETCAL
MGM Directed).
Applicable Specification: Contract Attachment 1, Metrology
Performance Work Statement Dated 21 Apr 1995, paragraph
5.1.3.
This CLIN is Cost Plus Award Fee.
Award Fee Pool Per Unit*: Basic \$ [REDACTED], Option I \$ [REDACTED], Option II \$ [REDACTED], Option III \$ [REDACTED], Option IV \$ [REDACTED]
INSPECTION: ORIGIN ACCEPTANCE: ORIGIN
FOB: ORIGIN
PR NR: F7656M5073 USER: AFMETCAL/MGM
PR LI: 0002
ACRN: To be cited on each order

<u>SUB-CLIN</u>	<u>OPTION</u>	<u>FISCAL</u> <u>YEAR</u>	<u>QTY/</u> <u>UNIT</u>	<u>UNIT EST</u> <u>COST</u>	<u>TOTAL EST</u> <u>COST</u>
0021AA	BASIC	FY-96	1 LO	\$ 171,328	\$ 171,328
0021AB	OPTION I	FY-97	1 LO	\$ 444,322	\$ 444,322
0021AC	OPTION II	FY-98	1 LO	\$ 447,328	\$ 447,328
0021AD	OPTION III	FY-99	1 LO	\$ 450,430	\$ 450,430
0021AE	OPTION IV	FY-00	1 LO	\$ 453,628	\$ 453,628

PERIOD OF PERFORMANCE: BASIC CONTRACT AWARD THRU 30 SEP 1996
OPTION I 1 OCT 1996 THRU 30 SEP 1997
OPTION II 1 OCT 1997 THRU 30 SEP 1998
OPTION III 1 OCT 1998 THRU 30 SEP 1999
OPTION IV 1 OCT 1999 THRU 30 SEP 2000

[REDACTED]

0022 Calibration Services - Transportation & Supply Services.
Applicable Specification: Contract Attachment 1, Metrology Performance Work Statement Dated 21 Apr 1995, paragraph 5.1.4.

This CLIN is Cost Plus Award Fee.

Award Fee Pool Per Unit*: Basic

INSPECTION: ORIGIN

FOB: ORIGIN

PR NR: F7656M5073

USER: AFMETCAL/MGM

PR LI: 0003

ACRN: To be cited on each order

<u>SUB-CLIN</u>	<u>OPTION</u>	<u>FISCAL YEAR</u>	<u>QTY/UNIT</u>	<u>UNIT EST COST</u>	<u>TOTAL EST COST</u>
0022AA	BASIC	FY-96	1 LO	\$ 211,963	\$ 211,963
0022AB	OPTION I	FY-97	1 LO	\$ 474,899	\$ 474,899
0022AC	OPTION II	FY-98	1 LO	\$ 477,671	\$ 477,671
0022AD	OPTION III	FY-99	1 LO	\$ 480,531	\$ 480,531
0022AE	OPTION IV	FY-00	1 LO	\$ 483,478	\$ 483,478

PERIOD OF PERFORMANCE: BASIC CONTRACT AWARD THRU 30 SEP 1996
OPTION I 1 OCT 1996 THRU 30 SEP 1997
OPTION II 1 OCT 1997 THRU 30 SEP 1998
OPTION III 1 OCT 1998 THRU 30 SEP 1999
OPTION IV 1 OCT 1999 THRU 30 SEP 2000

*The award fee pool is to be within 5 to 10% of estimated costs.

0023 Calibration Services - Contractor Travel as Authorized by the ACO.
Applicable Specification: Contract Attachment 1, Metrology Performance Work Statement Dated 21 Apr 1995, paragraph 5.1.5.

This CLIN is Cost Reimbursable.

INSPECTION: ORIGIN

ACCEPTANCE: ORIGIN

FOB: ORIGIN

PR NR: F7656M5073

USER: AFMETCAL/MGM

PR LI: 0004

ACRN: To be cited on each order

<u>SUB-CLIN</u>	<u>OPTION</u>	<u>FISCAL YEAR</u>	<u>QTY/UNIT</u>	<u>COST</u>	<u>TOTAL EST</u>
0023AA	BASIC	FY-96	1 LO		\$0
0023AB	OPTION I	FY-97	1 LO		\$10,355.00
0023AC	OPTION II	FY-98	1 LO		\$10,659.00
0023AD	OPTION III	FY-99	1 LO		\$10,982.00
0023AE	OPTION IV	FY-00	1 LO		\$11,315.00

PERIOD OF PERFORMANCE: BASIC CONTRACT AWARD THRU 30 SEP 1996
OPTION I 1 OCT 1996 THRU 30 SEP 1997
OPTION II 1 OCT 1997 THRU 30 SEP 1998
OPTION III 1 OCT 1998 THRU 30 SEP 1999
OPTION IV 1 OCT 1999 THRU 30 SEP 2000

0024 Calibration Services - NRC Radiac License Fee.

Applicable Specification: Contract Attachment 1, Metrology
Performance Work Statement Dated 21 Apr 1995, paragraph 5.1.6.

This CLIN is Cost Reimbursable.

INSPECTION: ORIGIN ACCEPTANCE: ORIGIN
FOB: ORIGIN
PR NR: F7656M5073 USER: AFMETCAL/MGM
PR LI: 0005
ACRN: To be cited on each order

<u>SUB-CLIN</u>	<u>OPTION</u>	<u>FISCAL</u> <u>YEAR</u>	<u>QTY/UNIT</u>	<u>COST</u>	<u>TOTAL EST</u>
0024AA	BASIC	FY-96	1 LO		\$ 2,646
0024AB	OPTION I	FY-97	1 LO		\$ 2,090
0024AC	OPTION II	FY-98	1 LO		\$ 2,090
0024AD	OPTION III	FY-99	1 LO		\$ 2,090
0024AE	OPTION IV	FY-00	1 LO		\$ 2,090

PERIOD OF PERFORMANCE: BASIC CONTRACT AWARD THRU 30 SEP 1996
OPTION I 1 OCT 1996 THRU 30 SEP 1997
OPTION II 1 OCT 1997 THRU 30 SEP 1998
OPTION III 1 OCT 1998 THRU 30 SEP 1999
OPTION IV 1 OCT 1999 THRU 30 SEP 2000

0025 NIST Calibration Services.

Applicable Specification: Contract Attachment 1, Metrology
Performance Work Statement Dated 21 Apr 1995, paragraph 5.1.7.

This CLIN is Cost Reimbursable.

INSPECTION: ORIGIN ACCEPTANCE: ORIGIN
FOB: ORIGIN
PR NR: F7656M5073 USER: AFMETCAL/MGM
PR LI: 0006
ACRN: To be cited on each order

<u>SUB-CLIN</u>	<u>OPTION</u>	<u>FISCAL</u> <u>YEAR</u>	<u>QTY/UNIT</u>	<u>COST</u>	<u>TOTAL EST</u>
0025AA	BASIC	FY-96	1 LO		\$ TBD
0025AB	OPTION I	FY-97	1 LO		\$ TBD
0025AC	OPTION II	FY-98	1 LO		\$ TBD
0025AD	OPTION III	FY-99	1 LO		\$ TBD
0025AE	OPTION IV	FY-00	1 LO		\$ TBD

PERIOD OF PERFORMANCE: BASIC CONTRACT AWARD THRU 30 SEP 1996
OPTION I 1 OCT 1996 THRU 30 SEP 1997
OPTION II 1 OCT 1997 THRU 30 SEP 1998
OPTION III 1 OCT 1998 THRU 30 SEP 1999
OPTION IV 1 OCT 1999 THRU 30 SEP 2000

0026 Calibration Technical Orders (Including
Publication, Distribution, and
Administration).
Applicable Specification: Contract Attachment 1, Metrology
Performance Work Statement Dated 21 Apr 1995, paragraph
5.2.

This CLIN is Cost Plus Award Fee.

Award Fee Pool Per Unit*: Basic

INSPECTION: ORIGIN ACCEPTANCE: ORIGIN

FOB: ORIGIN

PR NR: F7656M5073

USER: AFMETCAL/MGM

PR LI: 0007

ACRN: To be cited on each order

<u>SUB-CLIN</u>	<u>OPTION</u>	<u>FISCAL</u> <u>YEAR</u>	<u>QTY/</u> <u>UNIT</u>	<u>UNIT EST</u> <u>COST</u>	<u>TOTAL EST</u> <u>COST</u>
0026AA	BASIC	FY-96	1 LO	\$ 251,725	\$ 251,725
0026AB	OPTION I	FY-97	1 LO	\$ 794,520	\$ 794,520
0026AC	OPTION II	FY-98	1 LO	\$ 800,388	\$ 800,388
0026AD	OPTION III	FY-99	1 LO	\$ 806,440	\$ 806,440
0026AE	OPTION IV	FY-00	1 LO	\$ 812,678	\$ 812,678

PERIOD OF PERFORMANCE: BASIC CONTRACT AWARD THRU 30 SEP 1996
OPTION I 1 OCT 1996 THRU 30 SEP 1997
OPTION II 1 OCT 1997 THRU 30 SEP 1998
OPTION III 1 OCT 1998 THRU 30 SEP 1999
OPTION IV 1 OCT 1999 THRU 30 SEP 2000

*The award fee pool is to be within of estimated costs.

0027 Data In Accordance With Exhibit "A"
(DD Form 1423)(CDRLs A001-A036).
APPLICABLE TO: CLINs 0020-26
Applicable Specification: Contract Attachment 1, Metrology
Performance Work Statement Dated 21 Apr 1995.

INSPECTION: IAW DD Form 1423

ACCEPTANCE: IAW DD Form 1423

FOB: IAW DD Form 1423

PR NR: F7656M5073

USER: AFMETCAL/MGM

PR LI: 0008

DELIVERY: IAW DD Form 1423

ACRN: To be cited on each order

<u>SUB-CLIN</u>	<u>OPTION</u>	<u>FISCAL</u> <u>YEAR</u>	<u>QTY/UNIT</u>	<u>COST</u>	<u>TOTAL EST</u>
0027AA	BASIC	FY-96	1 LO		\$ NSP
0027AB	OPTION I	FY-97	1 LO		\$ NSP
0027AC	OPTION II	FY-98	1 LO		\$ NSP
0027AD	OPTION III	FY-99	1 LO		\$ NSP
0027AE	OPTION IV	FY-00	1 LO		\$ NSP

0028 Contractor Acquired Property (CAP) for Metrology Effort. Contractor Acquired Purchased Parts, subcontracted parts and materials (including those required to manufacture/produce items), covered in Metrology Technical Exhibit 5, that are not available from Government sources and determined to be direct materials in accordance with FAR 31.

Applicable Specification: Contract Attachment I, Metrology Performance Work Statement Dated 21 Apr 1995.

This CLIN is Cost Reimbursable.

INSPECTION: ORIGIN

ACCEPTANCE: ORIGIN

FOB: ORIGIN

PR NR: F7656M5073

USER: AFMETCAL/MGM

PR LI: 0011

ACRN: To be cited on each order

DELIVERY: To be negotiated by the PCO or ACO and cited on each order.

<u>SUB-CLIN</u>	<u>OPTION</u>	<u>FISCAL YEAR</u>	<u>QTY/UNIT</u>	<u>COST</u>	<u>TOTAL EST</u>
0028AA	BASIC	FY-96	1 LO		\$125,000.00
0028AB	OPTION I	FY-97	1 LO		\$125,000.00
0028AC	OPTION II	FY-98	1 LO		\$125,000.00
0028AD	OPTION III	FY-99	1 LO		\$125,000.00
0028AE	OPTION IV	FY-00	1 LO		\$125,000.00

0029 Award Fee. In accordance with Metrology Award Fee Plan. This CLIN will be used only for payment of the earned award fee.

Applicable to CLINs 0020-0022, 0026 & 0027

INSPECTION: ORIGIN

ACCEPTANCE: ORIGIN

FOB: ORIGIN

PR NR: F7656M5073

USER: AFMETCAL/MGM

PR LI: 0010

ACRN: To be cited on each order

			<u>EARNED FEE</u>
0029AA	BASIC	FY-96	\$ <u>TBD</u>
0029AB	OPTION I	FY-97	\$ <u>TBD</u>
0029AC	OPTION II	FY-98	\$ <u>TBD</u>
0029AD	OPTION III	FY-99	\$ <u>TBD</u>
0029AE	OPTION IV	FY-00	\$ <u>TBD</u>

Remainder of Page left blank on purpose.

F42630-95-D-0684
REVISION 1 OF PAGE 8 OF 29**1. CLAUSES AND PROVISIONS**

- (a) Clauses and provisions from the Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.
- (b) Clauses and provisions in this document will be numbered in sequence, but will not necessarily appear in consecutive order.
- (c) By signature on this contractual document, Contractor certifies that their Section K, Representations and Certifications previously submitted or returned herewith are current and applicable. They are hereby incorporated by reference.

B-900. MINIMUM AND MAXIMUM CONTRACT AMOUNTS

In accordance with I-178, Indefinite Quantity, the following minimum and maximum estimated contract amounts (excluding award fee pools) are established for the basic contract period and each option:

<u>Workload</u>		<u>Basic</u>	<u>Option I</u>	<u>Option II</u>	<u>Option III</u>	<u>Option IV</u>
Metrology	Minimum	\$ 250,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
	Maximum	\$ 3,753,000	\$ 19,128,000	\$ 19,841,000	\$ 19,946,000	\$ 21,206,000

**PART I - THE SCHEDULE
SECTION C****DESCRIPTION/SPECIFICATIONS/WORK STATEMENT****D-1. SPECIFICATIONS, STANDARDS AND DRAWINGS**

(IAW FAR 10.008)

Specifications, standards or drawings (as applicable) are furnished/listed below:

<u>ITEM NR</u>	<u>SPECIFICATIONS, STANDARDS AND/OR ATTACHMENTS</u>
ALL ITEMS	IAW Contract Attachment 1, Metrology Performance Work Specification and Exhibits furnished herewith.
ALL ITEMS	IAW Contract Attachment 1, Exhibit 5 furnished herewith.
ALL ITEMS	IAW Contract Attachment 6 furnished herewith.
ALL ITEMS	IAW Data Item Descriptions attached hereto.

**PART I - THE SCHEDULE
SECTION E
INSPECTION AND ACCEPTANCE**

E-6.	52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT (IAW FAR 46.305)	APR 1984
E-15C.	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION) (IAW FAR 46.311)	APR 1984 FEB 1999

For the purposes of this clause the blank(s) are completed as follows:

(b) ISO 9002 - QUALITY SYSTEMS--MODEL FOR QUALITY ASSURANCE IN PRODUCTION,
INSTALLATION AND SERVICING

E-35. DD FORM 1423 DATA INSPECTION AND ACCEPTANCE

(IAW FAR 46.401(b) and 46.503)

The Inspection and Acceptance for Data items are as shown on DD Form 1423 attached hereto.

**PART I - THE SCHEDULE
SECTION F
DELIVERIES OR PERFORMANCE**

F-12. PERIOD OF PERFORMANCE
(IAW FAR 12.101(a))

Performance under this contract shall be from *_ through *_.

***BASIC - CLINS ENDING IN "AA" OR WITHOUT SUB CLINS CONTRACT AWARD thru 30 SEP 96.**

OPTION I CLINS ENDING IN "AB" (FY-97) 1 OCT 96 THRU 30 SEP 97
OPTION II CLINS ENDING IN "AC" (FY-98) 1 OCT 97 THRU 30 SEP 98
OPTION III CLINS ENDING IN "AD" (FY-99) 1 OCT 98 THRU 30 SEP 99
OPTION IV CLINS ENDING IN "AE" (FY-00) 1 OCT 99 THRU 30 SEP 2000.

F-26.	52.212-13	STOP-WORK ORDER (IAW FAR 12.505(b)(1))	AUG 1989
F-27.	52.212-13	ALTERNATE I APR 1984 (IAW FAR 12.505(b)(2))	
F-29.	52.212-15	GOVERNMENT DELAY OF WORK (IAW FAR 12.505(d))	APR 1984
F-68.	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY (IAW FAR 47.305-12(a)(2))	APR 1984

**PART I - THE SCHEDULE
SECTION G
CONTRACT ADMINISTRATION DATA**

G-1. ACCOUNTING AND APPROPRIATION DATA

AA: TO BE CITED ON EACH ORDER

G-400. 5352.212-9000 CONTRACTOR REPORTING REQUIREMENTS JUL 1992
(IAW AFMCFARS 5312.304(90))

Any report required by 15 CFR 700, Subpart D, Section 700.13(d) of the Defense Priorities and Allocation System regulation relating to an actual or anticipated delayed shipment, reason for delay, and/or new projected shipment date is to be sent concurrently by the Contractor to both the Procuring Contracting Officer (PCO) and the Administrative Contracting Officer (ACO) within the specified ten (10) calendar days.

G-502. ELECTRONIC FUNDS TRANSFER (EFT)

The contractor designates the following financial institution to receive electronic funds transfer payments on his behalf IAW clause I-416.

Name of designated financial institution:
American Bankers Association Number:
Payee's account number:

**PART I - THE SCHEDULE
SECTION H
SPECIAL CONTRACT REQUIREMENTS**

H-91. WAGE DETERMINATION
(IAW FAR 22.1012-1)

Service Contract Act Wage Determination Nr 94-2418(REV 1), dated 8 AUG 94, is attached hereto and made a part hereof.

H-109. REQUIRED INSURANCE
(IAW FAR 28.306(b))

Reference FAR clause entitled "**Insurance . . .**" the Contractor shall, at its own expense, procure and thereafter maintain the following kinds of insurance with respect to performance under the contract.

- a. Workmen's Compensation and Employers Liability Insurance as required by law except that if this contract is to be performed in a State which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such State will be satisfactory. The required Workmen's Compensation insurance shall extend to cover employer's liability for accidental bodily injury or death and for occupational disease with a minimum liability limit of \$100,000.
- b. General Liability Insurance. Bodily injury liability insurance, in the minimum limits of \$500,000 per occurrence shall be required on the comprehensive form of policy.
- c. Automobile Liability Insurance. This insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage shall be required.

H-125. IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY
(IAW FAR 45.303-2)

Pursuant to the "**Government Property**" clause herein, the Government will furnish the item(s) of property listed below as Government-Furnished Property to the Contractor, F.O.B. DESTINATION , for use in performance of this contract.

<u>ITEM NR</u>	<u>DESC</u>	<u>QTY</u>
<u>SEE CONTRACT ATTACHMENT 1, METROLOGY PERFORMANCE WORK SPECIFICATION, EXHIBIT 5</u>		

H-302. 5352.204-9000 NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY
(IAW AFFARS 5304.491)

SEP 1985

Thirty days before the date Contractor operations will begin on base, **the Contractor shall notify the security police activity** shown in the distribution block of the DD Form 254, DOD Contract Security Classification Specification, as to--

- (a) The name, address, and telephone number of this contract company's representative and designated alternate in the U.S. or overseas area, as appropriate;
- (b) The contract number and military contracting command;
- (c) The highest classification category of defense information to which Contractor employees will have access;
- (d) The Air Force installations in the U.S. (in overseas areas identify only the APO number(s)) where the contract work will be performed;
- (e) The date Contractor operations will begin on base in the U.S. or in the overseas area;
- (f) The estimated completion date of operations on base in the U.S. or in the overseas area; and
- (g) Any changes to information previously provided under this clause.

This requirement is in addition to visit request procedures contained in ~~AFM 5220.22M~~, Industrial Security Manual paragraph 37d.

H-303. 5352.204-9001 VISITOR GROUP SECURITY AGREEMENTS
(IAW AFFARS 5304.491)

JAN 1990

Prior to beginning operations involving classified information on an installation identified on the DD Form 254 where the contractor is not required to have a facility security clearance, the contractor shall enter into a security agreement (or understanding) with the installation commander to ensure that its' security procedures are properly integrated with those of the



installation. As a minimum, the agreement shall identify the security actions which will be performed--

- (a) By the installation for the contractor, such as providing storage and classified reproduction facilities, guard services, security forms, security inspections under DoD 5220.22-M, paragraph 5ag, classified mail services, security badges, visitor control and investigating security incidents; and
- (b) Jointly by the contractor and the installation, such as packaging and addressing classified transmittals, security checks, internal security controls, and implementing emergency procedures to protect classified material.

H-305. **5352.210-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING
SUBSTANCES (ODS) IN AIR FORCE PROCUREMENTS**
(IAW AFFARS 5310.9006(a))

OCT 1994

- (a) It is the Air Force policy to preserve mission readiness while minimizing dependency on Class I Ozone Depleting Substances (ODS), and their release into the environment, to help protect the Earth's stratospheric ozone layer.
- (b) Unless a specific waiver has been approved, Air Force procurements:
 - (1) May not include any specification, standard, drawing or other document that requires the use of a Class I ODS in the design, manufacture, test, operation, or maintenance of any system, subsystem, item, component or process; and
 - (2) May not include any specification, standard, drawing or other document that establishes a requirement that can only be met by use of a Class I ODS.
- (c) For the purposes of Air Force policy, the following are Class I ODS:
 - (1) Halons: 1011, 1202, 1211, 1301 and 2402
 - (2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503. (3) Other Controlled Substances: Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.
- (d) The Air Force has reviewed the requirements specified in this contract to reflect this policy. Where considered essential, specific approval has been obtained to require use of the following substances:

<u>Substance</u>	<u>Application/Use</u>	<u>Quantity (lbs)</u>
<u>NONE</u>		

- (e) To assist the Air Force in implementing this policy, the offeror/contractor is encouraged, but not required, to notify the contracting officer if any Class I ODS not specifically listed above, is required in the performance of this contract.

H-315. **5352.223-9000 SAFETY AND ACCIDENT PREVENTION**
(IAW AFFARS 5323.9002)

MAY 1995

- (a) In performing work under this contract on a Government installation, the Contractor shall--
 - (1) Conform to the specific safety requirements established by this contract;
 - (2) Comply with the safety rules of the Government installation that concern related activities not directly addressed in this contract;
 - (3) Take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and (4) Take such additional immediate precautions as the Contracting Officer may reasonably require for safety and accident prevention purposes.
- (b) If this contract is performed on an Air Force installation, the Air Force Occupational Safety and Health Standards (AFOSH) developed in accordance with AFI 91-301, Air Force Occupational Safety, Fire Prevention, and Health Program in effect on the date of this contract, apply. If contract performance is on other than an Air Force installation, the Contractor shall comply with the safety rules of that Government installation, in effect on the date of this contract.
- (c) The Contracting Officer may, by written order, direct additional AFOSH and safety and accident standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the **Changes** clause of this contract.
- (d) Any violation of these safety rules and requirements, unless promptly corrected as directed by the Contracting Officer, shall be grounds for termination of this contract in accordance with the **Default** clause of this contract.

H-401. **5352.207-9002 RIGHTS OF THE GOVERNMENT TO PERFORM FUNCTIONS
WITH ITS OWN PERSONNEL**
(IAW AFMCFARS 5307.305-90(c))

JUL 1992

- (a) The Government reserves the right to perform or supplement performance of contract functions with Government personnel during periods of disaster, war emergencies, police actions, or acts of God.
- (b) The performance described in (a) above, will not constitute a breach of contract by the Government within the meaning of the contract clause titled "**Default (Fixed-Price Supply and Service).**"

H-477. **5352.243-9000 ADVANCE CHANGE ADJUSTMENT AGREEMENT**
(IAW AFMCFARS 5343.205-90)

JUL 1992

- (a) Purpose. This clause establishes a procedure by which the parties agree to change this contract according to the Changes clause of this contract without an equitable adjustment to the contract price as specified in this subparagraph. The parties agree that each change not exceeding \$50,000.00, which also does not affect the contract delivery or performance schedules or any other contract provision, shall be a change having no effect on the contract price. For cost contracts, there will be no fee adjustment for each change not exceeding \$50,000.00 which does not affect contract delivery or performance, or any contract provision.
- (b) Procedure. When it is proposed to make a change under the Changes clause and both parties agree that such a change will require no equitable adjustment as contemplated by subparagraph (a) of this clause, the contractor shall submit a written proposal or offer to accomplish the proposed change without an equitable adjustment. If the contracting officer determines no adjustment is necessary, the contractor's proposal may be accepted by issuing an executed copy of an AFMC Form 702 or SF 30. The modification shall (1) be issued under the Changes clause; (2) cite this clause; (3) reference the contractor's proposal or offer, and (4) direct the changes to be made. The issuance of the modification shall constitute acceptance of the contractor's proposal or offer, shall be binding on both parties, and shall be a full, complete and final settlement for the directed changes.

H-478. **5352.245-9000 BASE SUPPORT**
(IAW AFMCFARS 5345.106-90(a))

JUL 1992

Base support will be provided by the Government to the contractor in accordance with the provisions of this clause. Failure by the contractor to comply with the provisions of this clause will release the Government, without prejudice, from its obligation to provide base support by the date(s) required. If warranted, and if the contractor has complied with the provisions of this clause, an equitable adjustment will be made if the Government fails to provide base support by the date(s) required.

- (a) Base support includes Government-controlled working space, material, equipment, services (including automatic data processing), or other support (excluding use of the Defense Switched Network (DSN)) which the Government determines can be made available at, or through, any Air Force installation where this contract will be performed. All Government property in the possession of the contractor, provided through the base support clause, will be used and managed in accordance with the Government Property clauses.
- (b) The Air Force installations providing the support will be listed in subparagraph (e), and the Government support to be furnished by each installation under this contract will be listed in subparagraph (f).
- (c) Unless otherwise stipulated in the contract schedule, support will be provided on a no-charge-for-use basis and the value will be a part of the Government's contract consideration.
- (d) The contractor agrees to immediately report (with a copy to the cognizant CAO) inadequacies, defective Government Furnished Property (GFP) or nonavailability of support stipulated by the contract schedule, together with a recommended plan for obtaining the required support. The Government agrees to determine (within 10 workdays) the validity and extent of the involved requirement and the method by which it will be fulfilled (e.g., purchase, rental, lease, GFP, etc.). Facilities will not be purchased under this clause. Additionally, the contractor (or authorized representative) will not purchase, or otherwise furnish any base support requirement provided by the clause (or authorize others to do so), without prior written approval of the Contracting Officer regarding the price, terms, and conditions of the proposed purchase, or approval of other arrangements.
- (e) Following are installations where base support will be provided: NEWARK AFB, OH
- (f) The Government support to be furnished under this contract is OFFICE SPACE, TELEPHONES, EMERGENCY SERVICES, SEWER, WATER, HEAT, AIR CONDITIONING, JANITORIAL, PARKING, ELECTRICAL UTILITIES, AND BACKSHOPS (SUCH AS THE BERYLLIUM ROOM, MACHINE SHOP OR ENGINEERING LABORATORY). Because of the nature and location(s) of the work performed, the value of such equipment is undeterminable. The contractor shall not incur any cost resulting from nonsupport prior to Contracting Officer concurrence in accordance with this clause.

(APPLIES WHILE FACILITY IS FEDERAL GOVERNMENT OWNED).

H-478C. **5352.245-9000 ALTERNATE I JUL 1992**
(IAW AFMCFARS 5345.106-90(b))

Add the following paragraph (g) to the basic clause:

(g) When this contract is a cost, cost-reimbursement, time-and-material, or labor-hour contract, the contractor agrees that in the performance of this contract or any major subcontract no direct or indirect costs for property will be incurred, if the Government determines that property is available at, or through any Air Force installation where this contract will be performed. Only the prior written approval of the contracting officer can relieve the contractor from this restriction.

(APPLIES WHILE FACILITY IS FEDERAL GOVERNMENT OWNED)

H-900. ORGANIZATIONAL CONFLICTS OF INTEREST

(a) Except to the extent required by this contract, the Contractor shall not participate in, both during performance of this contract and for a period of three years following its completion, any design, development or production of systems or major subsystems of a type normally calibrated, developed, tested or evaluated by the Air Force Measurement Standards Laboratory (AFMSL). Further, the Contractor shall not engage in any studies, nor act as a consultant thereof, relating to such matters during the aforementioned time frame. Examples of such systems and major subsystems include, but are not limited to, automatic test stations, electronic countermeasure systems, calibration systems, and Test Measurement and Diagnostic Equipment (TMDE).

(b) If, in the performance of work under this contract, the Contractor has access to proprietary data of other companies, the Contractor must agree with each company to protect such data from unauthorized use or disclosure so long as it remains proprietary and shall furnish a copy of such company-to-company agreement to the Contracting Officer. The Contractor shall not be permitted to utilize the data in supplying the system, or components thereof, procured either by formal advertising or negotiation, as a direct result of that study or advice. In addition the Contractor shall not be permitted to utilize the proprietary data in performing, for the Department of Defense, any competitively obtained contract for any additional study or studies in the same or a closely related field.

(c) The Contractor must thoroughly inculcate in its employees, through formal training in company policies and procedures, an awareness of the philosophy of FAR Subpart 9.5 to the end that they will be disciplined in the absolute necessity of refraining from divulging proprietary data, trade secrets, confidential information or restricted data from other companies received in connection with work under this contract to any unauthorized person.

(d) The Contractor must obtain from any employee having access to proprietary data under this contract an agreement, in writing, which shall in substance provide that such employee will not, during his employment by the Contractor or thereafter, disclose to others or use for his own behalf, trade secrets, confidential information, or restricted data received in connection with the work under this contract.

(e) The term "Contractor" as used in this clause shall include (1) the corporate or other entity executing this contract with the Government as well as such entity's parent, subsidiary, other affiliated, and successor entities and (2) said Contractor's subcontractors who, (i) operate Newark Facility calibration or measurement laboratory (AFMSL) facilities (ii) handle, receive, reduce, interpret, or transmit data obtained, utilized, or produced in conjunction with calibration, testing or evaluation.

(f) The term "contract" as used in this clause shall include extensions thereof and successor contracts performed or to be performed by the Contractor without there being any other contractor intervening.

(g) The Contractor shall include paragraph (a) through (f) of this clause in every subcontract.

H-901. ORDERING PROCEDURES

(a) The following ordering procedures and requirements shall apply to the contractor for accepting orders issued against this contract and to government contracting officers issuing orders for any effort on this contract.

(b) The Procuring Contracting Officer (PCO) for 00-ALC will be solely responsible for issuance of modifications and any changes to this basic contract. Delivery orders may be issued by designated PCOs at the activities listed below and against the contract line item numbers specified for each activity:

<u>Activity</u>	<u>Contract Line Item Numbers</u>	<u>Aggregate Ceiling</u>
00-ALC/CCT	0001-0029	\$30,545,000

(c) All orders and modifications to orders issued hereunder shall be subject to the terms and conditions of the

basic contract. In the event of a conflict between the basic contract and a delivery order or modification to a delivery order, the terms and conditions of the basic contract shall take precedence.

(d) Each decentralized ordering activity issuing delivery orders or modifications to delivery orders under this contract shall contract the PCO at 00-ALC with cognizance over the basic contract prior to issuing an order and obtain a Job Control Number (JCN). To obtain a JCN, the following information will be supplied:

- (1) Purchase Request Number,
- (2) Estimated/negotiated amount of the order, and
- (3) CLIN against which the order will be placed.

The 00-ALC PCO with cognizance over the contract will review the information listed above to determine if it is an "in scope" requirement and to ensure the order will be within the ceiling amount of the basic contract. The 00-ALC PCO will issue a JCN only on orders or modifications to orders determined within the scope and ceiling amount of the basic contract. The ordering activity shall place the JCN on the front page of all orders or modifications except administrative modifications. The ordering activity shall furnish one (1) copy to the 00-ALC PCO.

(e) Orders placed against NONE, specified as Over and Above Workload or Unprogrammed Workload may be issued as Time and Materials (T&M), Cost Plus Award Fee (CPAF) or Fixed Priced Award Fee (FPAF) and will be priced in accordance with the following:

(1) If the order will be placed against an Unprogrammed Workload CLIN, contractor will be provided a copy of the Statement of Work (SOW) for review.

(2) The contractor shall prepare a proposal based on the SOW or, in the case of an Over and Above CLIN, an estimate of the required effort. Contract shall recommend a pricing arrangement and utilize the labor rates for the recommended pricing arrangement included as an attachment to this contract in preparing his proposal. If a T&M order is to be issued, the contractor will be required to furnish a proposal within 20 working days. Proposal responses to CPAF or FPAF will be furnished within 30 working days.

(3) Contractor shall be required to submit cost or pricing information (except with respect to proposed labor rates) in support of any proposal up to \$500,000 and shall certify cost or pricing data (except with respect to proposed labor rates) after negotiation of any order exceeding \$500,000. Certification of labor rates will not be required. Cost or pricing information shall consist of the following:

- (A) Bill of Material (if material is not provided as GFP) and basis of estimate.
- (B) A dollar estimate on travel which shall include any and all trips not covered under another

CLIN.

(C) A dollar estimate on computer support (i.e., lease-time). This does not include capital investment or leasing of computer equipment that may be required in performance of this contract.

(4) The PCO at the decentralized ordering activity will negotiate the pricing arrangement and delivery schedule or period of performance; labor categories and labor hours resulting in the ceiling price for orders placed against the T&M CLIN; labor categories and estimated hours to determine the estimated cost and award fee for orders placed against the CPAF CLIN; or a fixed price for orders against the FPAF CLIN.

(5) The award fee applicable to orders placed against Over and Above and Unprogrammed Work CLINs will be determined in accordance with the terms of Clause H-902, Award Fee.

(f) The contractor shall not accept any order/modification, excluding administrative modifications, which do not contain a JCN on the front page of the order/modification. The government will not be liable for any expenditure by the contractor or any order or modification to any order, excluding administrative modifications, which do not contain a JCN on the front page.

(g) The 00-ALC PCO is defined as the contracting officer responsible for issuance of the basic contract or a contracting officer assigned at some future date to administer the contract. The office/mailling symbol and telephone number, indicated on page I of this contract, may change during the period of the contract. Any changes to the foregoing information after the date of award will be immediately disseminated to the decentralized ordering activities and the contractor.

H-902. AWARD FEE

The contractor may earn award fee upon the basis of performance during award fee evaluation periods. Award fee pool dollars will be established by applying the contractor's proposed award fee (see Section B) to the Estimated Cost of each order issued against Cost-Plus-Award Fee or Fixed-Price-Award Fee line items. Award fee pool will be fee pool will be allocated to evaluation periods as described in the respective award fee plans.

- (a) Monitoring of Performance. The contractor's performance will be continually monitored by the

performance monitors, whose findings are reported to the Award Fee Review Boards (AFRBs). The AFRBs recommend an award fee to the Fee Determining Officials (FDOs), who make the final decision of the award fee amount paid based on the contractor's performance during the award fee evaluation period.

(b) Award Fee Plans. There is one plan in the solicitation. It is as follows:

(1) Metrology. This plan covers CLINs 0001-0003 and 0020-0099.

This plan provides the information set forth in AFMCFARS 5316.404-2(b)(90)(1). The evaluation criteria with the associated award fee pool amounts and performance criteria with associated percentages of available award fee are also specified in the award fee plan.

(c) Modification of Award Fee Plans. Unilateral changes may be made to the award fee plans if the contractor is provided written notification by the Contracting Officer (CO) before the start of the upcoming evaluation period. Changes affecting the current evaluation period must be by bilateral agreement.

(d) Self-Evaluation. The contractor may submit to the Contracting Officer (CO) within five (5) working days after the end of each award fee evaluation period, a brief written self-evaluations of the contractor's performance during this period. This self-evaluation will be used in the AFRBs evaluations of the contractor's performance during this period.

(e) Disputes. All FDPO decisions regarding the award fee, including but not limited to, the amount of the award fee, if any; the methodology used to calculate the award fee, the calculation of the award fee, the contractor's entitlement to the award fee, and the nature and success of the contractor's performance, shall not be subject to the "Disputes" clause nor reviewed by any Board of Contract Appeal (BCA), court, or other judicial entity.

(f) Award Fee Payment.

(1) Award fee is not subject to the allowable cost, and payment or termination clauses of this contract.

(2) The contractor may bill for the award fee immediately upon receipt of the contract modification authorizing its payment.

H-905. TECHNICAL DATA LIBRARY

The Technical Data Library for this contractual effort is in the AGMC Technical Data Library. This data is not necessarily resident in one room or vault at the AGMC repair facility, but is the total of all nonproprietary technical data within the AGMC repair facility. Upon successful completion of turnkey requirements, the contractor shall be responsible for the maintenance and security of this data as required in the Work Specification of this contract. Upon completion of the contract, disposition instructions will be provided by the PCO. When returned, the data shall be complete and reflect the most recent revision at the time of the return of the data to the government.

H-907. RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE-DELIVERIES UNDER THIS CONTRACT

All technical data and computer software will be delivered with unlimited rights as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software (Oct 1988)

H-908. TRANSITION TURNKEY DATES(S)

The contractor agrees to accept responsibility for a complete turn-over of the entire AFMC workload on designated, and mutually agreed on, turnkey dates(s). The transition period leading up to the turnkey date shall be completed on or before 30 Sep 1996, and will be dependent upon successful completion of Government approved demonstrations. The number of demonstrations, constraints upon the demonstration, and the personnel experience available for demonstration shall be approved by the government. Business systems shall be in place and determined to be auditable by government representatives including DCMAO and DCAA. Responsibility for repair, associated equipment and systems will remain under government control until the turnkey date.

H-909. CONTRACTOR INTERFACE

(a) The Contractor agrees to cooperate with the Guidance System Repair Workload Contractor or Metrology Workload Contractor, as applicable, to ensure the performance of the work contemplated by all Performance Work Statements incorporated in this contract. Such cooperation shall consist of: Negotiating and entering into Associate Contractor Agreements (ACA), leases, or other necessary agreements with the Guidance System Repair Workload Contractor or Metrology Workload Contractor to ensure performance of the total Performance Work Statement, which encompasses the total operation. Such agreement(s) shall be finalized within 60 days from the



award date of this contract and shall be subject to review by the Contracting Officer.

(b) The Contractor shall not duplicate services to be provided by the Guidance System Repair Workload Contractor or Metrology Workload Contractor, as applicable, or Port Authority pursuant to the terms of their contracts/agreements.

H-912. IDENTIFICATION OF KEY POSITIONS

(a) The positions identified below determined to be key positions for the Metrology portions of the workload awarded on this contract.

- (1) Program Manager
- (2) Contracts Manager

(b) In the event an incumbent of a position designated as key retires, reassigns or terminates his employment, the contractor shall notify the ACO of such action at least 30 days before the effective date. At the time of notifications, the contractor shall provide to the ACO the name, and the effective date. At the time of notification, the contractor shall provide to the ACO the name, and resume' of the individual to be assigned to the key position.

(c) The government shall be provided the opportunity to review the resume' of the candidates, of key positions and provide, to the contractor, any concerns regarding qualifications, security matters, or any other concern which could, in its opinion, effect performance under this contract, to the contractor for his consideration.

(d) This clause does not, in any way, abrogate the contractor's authority to hire nor his responsibility to fill the key positions with qualified personnel.

H-913. PROCEDURES FOR PRICING WORK IN PROCESS (WIP)

(a) For the purpose of this contract, Work in Process (WIP) is defined as:

- (1) Repair and Metrology work initiated and partially performed by the Government which shall be completed by the contractor under this contract; and
- (2) Repair and Metrology orders initiated and partially completed by the contractor under this contract which shall be completed by the incumbent contractor on a successor contract, or to be completed by a successor contractor on a successor contract.

(b) The following procedures apply to the negotiation of estimated costs for WIP:

- (1) An estimated cost for WIP will be negotiated by the Procuring Contracting Officer (PCO). The PCO may, on a case by case basis, delegate, to the Administrative Contracting Officer (ACO), the authority to negotiate the estimated cost for WIP.
- (2) Upon the request of the PCO, the contractor shall prepare, and submit to the PCO within 20 days, a proposal for items of WIP. The proposal will contain estimated hours, labor categories, labor rates and material not provided as GFP. The contractor will be provided the opportunity to inspect the WIP described in paragraph (a)(1) and/or (a)(2) when a request for such inspection is provided to the ACO administering this contract.
- (3) Negotiation of the estimated cost for the work will be negotiated and an order issued by the applicable decentralized ordering activity against the WIP CLIN prior to commencement of work by the contractor. The government will not be liable for any costs incurred prior to contractor receipt of an order authorizing such work.
- (4) The award fee applicable to orders for WIP will be determined in accordance with the terms of clause H-902, Award Fee.

H-914. RADIOACTIVE MATERIAL PERMIT/LICENSE

The contractor shall obtain the necessary Radioactive Material Permit(s) required to operate the nuclear ionizing devices or other equipment identified in the technical data associated with work requirements of this RFP. The



Radioactive Material Permit/License(s) shall be obtained from the appropriate offices within the Nuclear Regulatory Commission.

H-915. CONTRACTOR CHANGEOVER

(a) In accordance with DFARS 252.227-7031, the Contractor shall preserve, maintain current, and, at the direction of the Contracting Officer, reproduce and turn over to the Contracting Officer or his designee all operating and maintenance manuals, drawings, specifications, procedures, current inventory listings, software, and all other data which have been developed or acquired under this contract for the operation of the Metrology program at the Newark Facility.

(b) The Contractor may be replaced by a succeeding contractor(s) in the performance of the work contemplated by this contract. The Contractor shall cooperate fully with the Government and the succeeding contractor(s) designated in writing by the Contracting Officer. This is to include orienting, on a non-interference basis with other workload under this contract, assigned employees of the succeeding contractor(s) during the last sixty days of the period of this contract.

H-916. WORK ON A GOVERNMENT INSTALLATION

If the performance of a delivery order requires work to be performed on a Government installation, the contractor shall make arrangements with the point of contact identified on the applicable delivery order to gain access to the installation. Arrangements shall be initiated by the contractor at least three work days in advance of the access need. Additional arrangements may be required with security police or building managers. All contractor employees will conform to the laws, rules and security requirements of the installation and any building in which work is performed. The Government will eject or bar from the installation any contractor agent or employee who the Government believes has compromised or will compromise the security of the installation. The contractor will not be entitled to any adjustment in contract price as a result of such a removal.

[Signature of the officer or employee responsible for the modification proposal and date]

[Typed name of the officer or employee responsible for the modification proposal]

*Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.
THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.

(e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

I-25.	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (IAW FAR 3.104-10(c))	SEP 1990
I-25C.	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (IAW FAR 3.808(b))	JAN 1990
I-27.	52.204-2	SECURITY REQUIREMENTS (DEVIATION) (IAW FAR 4.404(a))	APR 1984

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the Department of Defense National Industrial Security Program Operating Manual For Safeguarding Classified Information (DoD 5220.22-M), and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

I-39.	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (IAW FAR 4.304)	MAY 1995
I-78.	52.209-6	PROTECTING THE GOVERNMENT/S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (IAW FAR 9.409(b))	JUL 1995
I-102.	52.212-8	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (IAW FAR 12.304(b))	SEP 1990
I-127.	52.215-1	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL (IAW FAR 15.106-1(b))	JUL 1995
I-128.	52.215-2	AUDIT-NEGOTIATION (IAW FAR 15.106-2(b))	JUL 1995
I-134.	52.215-23	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS (IAW FAR 15.804-8(b))	DEC 1994
I-136.	52.215-25	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (IAW FAR 15.804-8(d))	DEC 1994
I-139.	52.215-27	TERMINATION OF DEFINED BENEFIT PENSION PLANS (IAW FAR 15.804-8(e))	SEP 1989
I-144.	52.215-33	ORDER OF PRECEDENCE (IAW FAR 15.406-3(b))	JAN 1986
I-146.	52.215-39	REVERSION OR ADJUSTMENT OF PLANS FOR	FEB 1995



POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)

- (IAW FAR 15.804-8(f))
- I-147. **52.215-40** **NOTIFICATION OF OWNERSHIP CHANGES** FEB 1995
(IAW FAR 15.804-8(g))
- I-153. **52.216-7** **ALLOWABLE COST AND PAYMENT** JUL 1991
(IAW FAR 16.307(a))
- For the purposes of this clause in accordance with FAR 16.307, modify paragraph (a) by deleting the words "Subpart 31.2" and substituting one of the following if applicable:
Subpart 31.3 for contracts with Educational Institutions
Subpart 31.6 for contracts with State or local governments
Subpart 31.7 for contracts with nonprofit organizations other than an educational institution, a State or local government, or a nonprofit organization exempted under OMB Circular No. A-122
- I-158. **52.216-11** **COST CONTRACT-NO FEE** APR 1984
(IAW FAR 16.307(e)(1))
- I-170. **52.216-18** **ORDERING** APR 1984
(IAW FAR 16.505(a))
- For the purposes of this clause the blank(s) are completed as follows:
(a) issued from
BASIC CONTRACT AWARD through 30 SEP 96
OPTION I 1 OCT 96 THRU 30 SEP 97
OPTION II 1 OCT 97 THRU 30 SEP 98
OPTION III 1 OCT 98 THRU 30 SEP 99
OPTION IV - 1 OCT 99 THRU 30 SEP 2000
- I-171. **52.216-19** **DELIVERY-ORDER LIMITATIONS** APR 1984
(IAW FAR 16.505(b))
- For the purposes of this clause the blank(s) are completed as follows:
(a) 0
(b)(1) \$10,000,000.00
(b)(2) \$10,000,000.00
(b)(3) 30 DAYS
(d) 7 DAYS
- I-178. **52.216-22** **INDEFINITE QUANTITY** APR 1984
(IAW FAR 16.505(e))
- For the purposes of this clause the blank(s) are completed as follows:
(d) Contractor shall not be required to make any deliveries under this contract after **90 DAYS AFTER EXPIRATION OF THE CONTRACT**.
- I-193. **52.217-7** **OPTION FOR INCREASED QUANTITY-SEPARATELY PRICED LINE ITEM** MAR 1989
(IAW FAR 17.208(e))
- For the purposes of this clause the blank(s) are completed as follows:
within 90 DAYS OF END OF CURRENT PERFORMANCE PERIOD
- I-194. **52.217-8** **OPTION TO EXTEND SERVICES** AUG 1989
(IAW FAR 17.208(f))
- I-195. **52.217-9** **OPTION TO EXTEND THE TERM OF THE CONTRACT** MAR 1989
(IAW FAR 17.208(9))
- For the purposes of this clause the blank(s) are completed as follows:
(a) within **ONE YEAR FROM CONTRACT AWARD OR EXERCISE OF PREVIOUS OPTION**
(c) not to exceed **5 YEARS (BASIC PLUS FOUR ONE YEAR OPTIONS)**
- I-214. **52.219-8** **UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS** FEB 1990
(IAW FAR 19.708(a))
- I-220. **52.219-13** **UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES** AUG 1986
(IAW FAR 19.902)
- I-226. **52.220-1** **PREFERENCE FOR LABOR SURPLUS AREA CONCERNS** APR 1984
(IAW FAR 20.103(b))
- (a) This acquisition is not a set aside for labor surplus area (LSA) concerns. However, the offeror's status as such a concern may affect (1) entitlement to award in case of tie offers or (2) offer evaluation in accordance with the Buy American Act clause of this solicitation. In order to determine whether the offeror is entitled to a preference under (1) or (2) above, the offeror must identify, below, the LSA in which the costs to be incurred on account of manufacturing or production (by the offeror or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(b) Failure to identify the locations as specified above will preclude consideration of the offeror as an LSA concern. If the offeror is awarded a contract as an LSA concern and would not have otherwise qualified for award, the offeror shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

I-228.	52.220-3	UTILIZATION OF LABOR SURPLUS AREA CONCERNS (IAW FAR 20.302(a))	JUL 1995
I-229.	52.220-4	LABOR SURPLUS AREA SUBCONTRACTING PROGRAM (IAW FAR 20.302(b))	JUL 1995
I-245.	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (IAW FAR 22.101-1(e), and 22.103-5(a))	APR 1984
I-246.	52.222-2	PAYMENT FOR OVERTIME PREMIUMS (IAW FAR 22.103-5(b))	JUL 1990
For the purposes of this clause the blank(s) are completed as follows:			
	(a)	does not exceed <u>NONE</u>	
I-247.	52.222-3	CONVICT LABOR (IAW FAR 22.202)	APR 1984
I-248.	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (IAW FAR 22.305)	MAR 1986
I-264.	52.222-26	EQUAL OPPORTUNITY (IAW FAR 22.810(e))	APR 1984
I-267.	52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS (IAW FAR 22.810(g))	APR 1984
I-268.	52.222-29	NOTIFICATION OF VISA DENIAL (IAW FAR 22.810(h))	APR 1984
I-274.	52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (IAW FAR 22.1308(a)(1), and DFARS 222.1308(a)(1))	APR 1984
I-276.	52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (IAW FAR 22.1408(a))	APR 1984
I-278.	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (IAW FAR 22.1308(b))	JAN 1988
I-283.	52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED (IAW FAR 22.1006(a))	MAY 1989
I-284.	52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (IAW FAR 22.1006(b))	MAY 1989

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage - Fringe Benefits
Available through Bidders Library

I-285.	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (IAW FAR 22.1006(c)(1))	MAY 1989
I-292.	52.223-2	CLEAN AIR AND WATER (IAW FAR 23.105(b))	APR 1984
I-293.	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (IAW FAR 23.303(a))	NOV 1991

(b) Material Identification No.
(If none, insert None)

I-295.	52.223-6	DRUG-FREE WORKPLACE (IAW FAR 23.505(b))	JUL 1990
I-312.	52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (IAW FAR 25.704)	MAY 1992
I-314D.	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (IAW FAR 26.104(a))	AUG 1991
I-315.	52.227-1	AUTHORIZATION AND CONSENT (IAW FAR 27.201-2(a))	JUL 1995
I-317.	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENTS (IAW FAR 27.202-2)	APR 1984
I-326.	52.227-10	FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER (IAW FAR 27.207-2)	APR 1984
I-332C.	52.227-14	RIGHTS IN DATA--GENERAL (IAW FAR 27.409(a)(1))	JUN 1987
I-337.	52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION (IAW FAR 28.310(a))	SEP 1989
I-339.	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS (IAW FAR 28.311-2)	APR 1984
I-352.	52.229-3	FEDERAL, STATE, AND LOCAL TAXES (IAW FAR 29.401-3)	JAN 1991
I-368.	52.230-2	COST ACCOUNTING STANDARDS (IAW FAR 30.201-4(a)(1))	AUG 1992
I-371.	52.230-5	ADMINISTRATION OF COST ACCOUNTING STANDARDS (IAW FAR 30.201-4(d)(1))	DEC 1994
I-383.	52.232-1	PAYMENTS (IAW FAR 32.111(a)(1))	APR 1984
I-391.	52.232-8	DISCOUNTS FOR PROMPT PAYMENT (IAW FAR 32.111(c)(1))	APR 1989
I-394.	52.232-11	EXTRAS (IAW FAR 32.111(d)(2))	APR 1984
I-403.	52.232-17	INTEREST (IAW FAR 32.617(a), and 32.617(b))	JAN 1991
I-406.	52.232-20	LIMITATION OF COST (IAW FAR 32.705-2(a))	APR 1984
I-409.	52.232-23	ASSIGNMENT OF CLAIMS (IAW FAR 32.806(a)(1))	JAN 1986
I-410.	52.232-23	ALTERNATE I APR 1984 (IAW FAR 32.806(a)(2))	
I-412.	52.232-25	PROMPT PAYMENT (IAW FAR 32.908(c))	MAR 1994
For the purposes of this clause the blank(s) are completed as follows:			
		(a)(G)(i) 7th	
		(b)(2) 30th	
I-416.	52.232-28	ELECTRONIC FUNDS TRANSFER PAYMENT METHODS (IAW FAR 32.908(d))	APR 1989
I-417.	52.233-1	DISPUTES (IAW FAR 33.215)	MAR 1994
I-419.	52.233-3	PROTEST AFTER AWARD (IAW FAR 33.106(b))	AUG 1989
I-420.	52.233-3	ALTERNATE I (IAW FAR 33.106(b))	JUN 1985
I-478.	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (IAW FAR 37.110(b))	APR 1984
I-529.	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984

I-541.	52.242-13	(IAW FAR 42.802) BANKRUPTCY (IAW FAR 42.903)	JUL 1995
I-546.	52.243-1	CHANGES—FIXED-PRICE (IAW FAR 43.205(a)(1))	AUG 1987
I-547.	52.243-1	ALTERNATE I (IAW FAR 43.205(a)(2))	APR 1984
I-552.	52.243-2	CHANGES—COST-REIMBURSEMENT (IAW FAR 43.205(b)(1))	AUG 1987
I-553.	52.243-2	ALTERNATE I (IAW FAR 43.205(b)(2))	APR 1984
I-568.	52.244-1	SUBCONTRACTS (FIXED-PRICE CONTRACTS) (IAW FAR 44.204(a)(1))	FEB 1995
For the purposes of this clause the blank(s) are completed as follows: (e) None			
I-570.	52.244-2	SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS) (IAW FAR 44.204(b))	FEB 1995
For the purposes of this clause the blank(s) are completed as follows: (e) None			
I-570C.	52.244-2	ALTERNATE I (IAW FAR 44.204(b))	JUL 1995
I-573.	52.244-5	COMPETITION IN SUBCONTRACTING (IAW FAR 44.204(e))	APR 1984
I-580.	52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEVIATION) (IAW FAR 45.106(b)(1), and AFAC 92-43 (Item Di))	DEC 1989
The sentence that states that "special tooling accountable to the contract is subject to provisions of the Special Tooling clause, and not the provisions of the Government Property (Fixed-Price Contracts) clause" is waived in accordance with class deviation approved in DAR CASE 90-932 for a period of one year or until the FAR is changed, whichever occurs first.			
I-585.	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (IAW FAR 45.106(f)(1))	JAN 1986
I-601.	52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS" (IAW FAR 45.308-2)	APR 1984
I-630.	52.246-25	LIMITATION OF LIABILITY—SERVICES (IAW FAR 46.805)	APR 1984
I-636.	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS (IAW FAR 47.104-4)	APR 1984
I-671.	52.248-1	VALUE ENGINEERING (IAW FAR 48.201(b))	MAR 1989
I-690.	52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (IAW FAR 49.502(c))	APR 1984
I-692.	52.249-6	TERMINATION (COST-REIMBURSEMENT) (IAW FAR 49.503(a)(1))	MAY 1986
I-699.	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (IAW FAR 49.504(a)(1))	APR 1984
I-710.	52.249-14	EXCUSABLE DELAYS (IAW FAR 49.505(d))	APR 1984
I-732.	52.252-4	ALTERATIONS IN CONTRACT (IAW FAR 52.107(d))	APR 1984

Portions of this contract are altered as follows:

THE FOLLOWING IS ADDED TO THIS CLAUSE: "E-15C IS TAILORED BY ADDING THE FOLLOWING AS SUBPARAGRAPH (0):

THE ASQC 9002 REQUIREMENT IS TAILORED, AND MIL-I-45208A INCORPORATED, AS LISTED IN THE CHART BELOW:

ASQC Q9002

INSPECTION AREA/ELEMENT	(ISO 9002)	MIL-I-45208A
MANAGEMENT RESPONSIBILITY ORGANIZATION	4.1	3.1
QUALITY SYSTEM INITIAL QUALITY PLANNING	4.2	1.1, 3.13
CONTRACT REVIEW 4.3	1.2	
DESIGN CONTROL N/A	3.2.4	
DOCUMENT CONTROL 4.4	3.2	
PURCHASING	4.5	3.8, 3.11
PURCHASER SUPPLIED PRODUCT (GFM)	4.6	3.6
PRODUCT IDENTIFICATION AND TRACEABILITY	4.7	3.5, 3.12
PROCESS CONTROL	4.8	3.4
INSPECTION AND TESTING	4.9	3.1, 3.10
INSPECTION, MEASURING, AND TEST EQUIPMENT	4.10	3.3
INSPECTION AND TEST STATUS	4.11	3.5
CONTROL OF NONCONFORMING PRODUCT	4.12	3.5, 3.7
CORRECTIVE ACTION	4.13	3.2
HANDLING, STORAGE, PACKAGING AND DELIVERY	4.14	N/A
QUALITY RECORDS	4.15	3.2
INTERNAL QUALITY AUDITS	4.16	N/A
TRAINING	4.17	N/A
STATISTICAL TECHNIQUES	4.18	3.9
QUALITY SYSTEM EFFECTIVENESS	4.2, 4.16	3.1, 3.2

I-733.	52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (IAW FAR 52.107(f))	APR 1984
		(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.	
		(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.	
I-750.	52.252-1	COMPUTER GENERATED FORMS (IAW FAR 53.111)	JAN 1991
IA-20.	252.203-7000	STATUTORY PROHIBITION ON COMPENSATION TO FORMER DEPARTMENT OF DEFENSE EMPLOYEES (IAW DFARS 203.170-4)	DEC 1991
IA-22.	252.203-7001	SPECIAL PROHIBITION ON EMPLOYMENT (IAW DFARS 203.570-5)	APR 1993
IA-24.	252.203-7002	DISPLAY OF DOD HOTLINE POSTER (IAW DFARS 203.7002)	DEC 1991
IA-25.	252.203-7003	PROHIBITION AGAINST RETALIATORY PERSONNEL ACTIONS (IAW DFARS 203.7108)	APR 1992
IA-33.	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (IAW DFARS 204.404-70(b))	APR 1992
IA-40.	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (IAW DFARS 205.470-2)	DEC 1991
IA-90.	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (IAW DFARS 209.103-70)	DEC 1991
IA-91.	252.209-7004	REPORTING OF COMMERCIAL TRANSACTIONS WITH THE GOVERNMENT OF A TERRORIST COUNTRY (IAW DFARS 209.104-70(d))	SEP 1994

a. Definitions.

As used in this clause-

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(1)(A)), as of 60 days before the contract award date, to be a country the government of which has repeatedly provided support for acts of



international terrorism. As of the date of this clause, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

b. Reporting.

(1) In accordance with Section 843 of the National Defense Authorization Act for Fiscal Year 1994 (Public Law 103-160), if this contract exceeds \$5,000,000, the Contractor shall report each commercial transaction that it conducts with the government of a terrorist country during the period of performance of this contract (but not beyond September 30, 1996).

(2) This reporting requirement does not apply to-

- (i) Transactions conducted by affiliates or subsidiaries of the Contractor; or
- (ii) Payment or receipt of payment of a judgment or award ordered by a court or arbitral tribunal of competent jurisdiction.

(3) The Contractor shall submit reports in the following format:

Title of Report: **Report of Commercial Transactions with the Government of a Terrorist Country**

Date of Report:

Contract Number:

Contractor's Name and Address:

Name and Telephone Number of Individual Submitting Report:

Commercial Transactions with the Government of a Terrorist Country:

Country	Nature of Commercial Transaction
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(4) The Contractor shall submit reports annually by September 30, but not beyond September 30, 1996. Each report shall include transactions conducted during the preceding one year period of contract performance.

(5) The Contractor shall submit reports to:

Deputy Director of Defense Procurement (Foreign Contracting)
OUSD(A&T)DP(FC)
Washington, DC 20301-3060

IA-152.	252.215-7000	PRICING ADJUSTMENTS (IAW DFARS 215.804-8(1))	DEC 1991
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IA-175.	252.217-7000	EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS (IAW DFARS 217.208-70(a))	DEC 1991
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For the purposes of this clause the blank(s) are completed as follows:

IA-261.	252.222-7001	(b) <u>TO BE DETERMINED</u> <u>TO BE DETERMINED</u> RIGHT OF FIRST REFUSAL OF EMPLOYMENT-CLOSURE OF MILITARY INSTALLATIONS (IAW DFARS 222.7102)	APR 1993
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IA-269.	252.223-7001	HAZARD WARNING LABELS (IAW DFARS 223.303)	DEC 1991
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For the purposes of this clause, the offeror shall complete the following:

MATERIAL (If None, Insert "None.")	ACT
<u>None</u>	

IA-280.	252.223-7004	DRUG-FREE WORK FORCE (IAW DFARS 223.570-4(a))	SEP 1988
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IA-282.	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (IAW DFARS 223.7103)	APR 1993
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IA-293.	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (IAW DFARS 225.7002-4(a))	MAY 1994
IA-312.	252.225-7025	FOREIGN SOURCE RESTRICTIONS (IAW DFARS 225.7105(a))	APR 1993
IA-312C.	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (IAW DFARS 225.7203)	MAY 1995
IA-312D.	252.225-7027	LIMITATION ON SALES COMMISSIONS AND FEES (IAW DFARS 225.7308(a))	DEC 1991
For the purposes of this clause the blank(s) are completed as follows: AUSTRALIA, TAIWAN, EGYPT, GREECE, ISRAEL, JAPAN, JORDAN, REPUBLIC OF KOREA, KUWAIT, PAKISTAN, PHILIPPINES, SAUDI ARABIA, TURKEY, THAILAND, OR VENEZUELA (AIR FORCE).			
IA-312E.	252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (IAW DFARS 225.7308(b))	DEC 1991
IA-312H.	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL (IAW DFARS 225.770-5)	JUN 1992
IA-332.	252.227-7013	RIGHTS IN TECHNICAL DATA—NONCOMMERCIAL ITEMS (IAW DFARS 227.7103-6(a))	JUN 1995
IA-336.	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (IAW DFARS 227.7203-6(a)(1))	JUN 1995
IA-337.	252.227-7015	TECHNICAL DATA—COMMERCIAL ITEMS (IAW DFARS 227.7102-3)	JUN 1995
IA-337D.	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION (IAW DFARS 227.7103-6(e)(1), 227.7104(e)(1), or 227.7203-6(b))	JUN 1995
IA-338.	252.227-7018	RESTRICTIVE MARKINGS ON TECHNICAL DATA (IAW DFARS 227.403-72(a))	OCT 1988
IA-346.	252.227-7029	IDENTIFICATION OF TECHNICAL DATA (IAW DFARS 227.403-72(a))	APR 1988
IA-347.	252.227-7030	TECHNICAL DATA — WITHHOLDING OF PAYMENT (IAW DFARS 227.7103-6(e)(2) or 227.7104(e)(4))	OCT 1988
For the purposes of this clause, the Contracting Officer may withhold <u>ten percent</u> (10%) of the total contract price.			
IA-348.	252.227-7031	DATA REQUIREMENTS (IAW DFARS 227.405-70(a))	OCT 1988
IA-352.	252.227-7036	CERTIFICATION OF TECHNICAL DATA CONFORMITY (IAW DFARS 227.7103-6(e)(3) or 227.7104(e)(5))	MAY 1987
IA-353.	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (IAW DFARS 227.7102-3(c), 227.7103-6(e)(4), 227.7104(e)(6), or 227.7203-6(f))	JUN 1995
IA-399.	252.231-7000	SUPPLEMENTAL COST PRINCIPLES (IAW DFARS 231.100-70)	DEC 1991
IA-400.	252.231-7001	PENALTIES FOR UNALLOWABLE COSTS (IAW DFARS 231.7002-6)	MAY 1994
IA-422.	252.232-7006	REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD (IAW DFARS 232.111-70)	AUG 1992
IA-425.	252.233-7000	CERTIFICATION OF CLAIMS AND REQUESTS FOR ADJUSTMENT OR RELIEF (IAW DFARS 233.7001)	MAY 1994
IA-632.	252.242-7000	POSTAWARD CONFERENCE (IAW DFARS 242.570)	DEC 1991
IA-633.	252.242-7001	CERTIFICATION OF INDIRECT COSTS (IAW DFARS 242.770-6)	DEC 1991
IA-635.	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (IAW DFARS 242.7206)	DEC 1991

IA-648.	252.243-7001	PRICING OF CONTRACT MODIFICATIONS (IAW DFARS 243.205-71)	DEC 1991
IA-662.	252.245-7001	REPORTS OF GOVERNMENT PROPERTY (IAW DFARS 245.505-14(a))	MAY 1994
IA-745.	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (IAW DFARS 247.573(b))	DEC 1991

(a) Definitions.

As used in this clause--

- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) "Department of Defense (DoD)" means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international Waters.
- (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
 - (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
 - (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;

- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	ITEM	CONTRACT	
TOTAL	DESCRIPTION	LINE ITEMS	QUANTITY

(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the small purchase limitation of section 13.000 of the Federal Acquisition Regulation.

IA-764.	252.249-7001	NOTIFICATION OF SUBSTANTIAL IMPACT ON EMPLOYMENT	DEC 1991
		(IAW DFARS 249.7002(c))	
		(This clause is applicable to all contracts of \$5 million or more and all contracts with subcontracts of \$500,000 or more.)	
IA-765.	252.249-7002	NOTIFICATION OF PROPOSED PROGRAM TERMINATION OR REDUCTION	MAY 1995
		(IAW DFARS 249.7003(d))	
IA-784.	252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES	MAY 1995
		(IAW DFARS 251.107)	

For the purposes of this clause the blank(s) are completed as follows:

(f) Contractor's Billing Address: TO BE DETERMINED

Government Remittance Address: TO BE DETERMINED



PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
SECTION J
LIST OF ATTACHMENTS

(All listed attachments are at the end of this document)

<u>FORM NR</u> <u>NR OF PAGES</u>	<u>TITLE</u>	<u>DATE</u>	
CONTRACT ATCH 1	METROLOGY PERFORMANCE WORK STATEMENT	95 APR 21	95
	EXHIBIT 1 - PERFORMANCE REQUIREMENTS SUMMARY	95 APR 21	3
	EXHIBIT 2A - WORKLOAD ESTIMATE	95 APR 21	1
	EXHIBIT 2B - STANDARD HOUR RATE TABLE	95 APR 21	52
	EXHIBIT 3 - CONTRACTOR COMMUNICATION NETWORK (CCN)	95 APR 21	6
	EXHIBIT 4 DD FORM 1423 EXHIBIT A	95 APR 21	38
	EXHIBIT 5A FACILITIES LEASE AGREEMENT	95 APR 21	1
	EXHIBIT 5B - GFE-EAID LISTING	95 APR 04	4
	EXHIBIT 5C - GFE-ADPE LISTING	95 APR 21	21
	EXHIBIT 5D - GFE-NONEAID, PERSONAL PROPERTY	95 APR 04	79
	EXHIBIT 5E - GFM	95 APR 04	4
	EXHIBIT 5F - LOCAL PURCHASE BENCH STOCK ITEMS (CAP)	95 APR 04	1
	EXHIBIT 6 - PERFORMANCE REQUIREMENTS-RANDOM SAMPLING	95 APR 04	2
DD FORM 254	CONTRACT SECURITY CLASSIFICATION SPECIFICATION	UNDATED	2
	METROLOGY AWARD FEE PLAN	95 MAY 01	13
CONTRACT ATCH 2 - 5:	RESERVED		
CONTRACT ATCH 6	APPENDIX C	95 MAY 03	3
CONTRACT ATCH 7	WAGE DETERMINATION 94-2418 (REV 1)	94 AUG 08	9